

A. G. Contract No. KR94 2780TRN
ECS File: JPA 94-197
Project: G1050 45C
Section: Improve Maricopa - Casa
Grande Highway ESP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY, ARIZONA

THIS AGREEMENT is entered into 7 March, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 41-1513 and 28-1895 et seq to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The County has requested Economic Strength Project (ESP) funds in the amount of \$292,000.00; the Arizona Department of Commerce and the Economic Development Commission have recommended the approval of such funds for the County, and the Transportation Board has approved the funding, for the construction of improvements to the Maricopa - Casa Grande Highway to provide improved access to local businesses, and aid in the retention and development of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>19542</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>03/07/95</u>
<u>James P. Hest</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The County will:

a. Insure the additional commitment of fifty percent (50%) of the total estimated Project cost, or \$292,000.00, whichever is more, from the County or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the County and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$292,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the County ESP funds in the amount of \$292,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State ESP funds expended under this agreement shall not exceed fifty percent (50%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual unless assumed by another competent party, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pinal County
County Manager
Box 827
Florence, AZ 85232

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY
Board of Supervisors

STATE OF ARIZONA
Department of Transportation

By *Sandie Smith*
Chairman 2/23/95

By *Harry A. Reed*
HARRY A. REED
Director, Transportation
Planning Division


ATTEST:

By *Sheri Cleff, Deputy Clerk*

RESOLUTION

BE IT RESOLVED on this 3rd day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Pinal County for the purpose of defining responsibilities for the pass-through of economic strength project funds for improvements to the Maricopa - Casa Grande highway in the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for LARRY S. BONINE
Director

RESOLUTION NO. 22395-JPA

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS AUTHORIZING
PINAL COUNTY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
IDENTIFIED AS JPA 94-197 WITH THE STATE OF ARIZONA BY AND THROUGH
ITS DEPARTMENT OF TRANSPORTATION**

WHEREAS, Pinal County is desirous of obtaining Economic Strength Project Funds for the construction of improvements to the Maricopa-Casa Grande Highway to provide improved access to local businesses, and to aid in the retention and development of local business; and


WHEREAS, State of Arizona is willing to pass through to Pinal County Economic Strength Project Funds to be used for the construction of said improvements.

THEREFORE, BE IT RESOLVED: It is in the best interest of Pinal County to enter into intergovernmental agreement JPA 94-197 with the State of Arizona, by and through its Department of Transportation to obtain Economic Strength Project Funds for construction costs for improvements to Maricopa - Casa Grande Highway to provide improved access to local businesses, and to aid in the retention and development of local business.

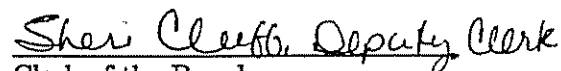
BE IT FURTHER RESOLVED: Pinal County is authorized and shall hereby enter into said intergovernmental agreement with the State of Arizona, by and through its Department of Transportation for the purposes stated above.

BE IT FURTHER RESOLVED: The Chairman of the Pinal County Board of Supervisors is authorized on behalf of Pinal County to execute said intergovernmental agreement.

PASSED AND ADOPTED this 23 day of February, 1995, by the Pinal County Board of Supervisors.


Chairman

ATTEST:


Clerk of the Board

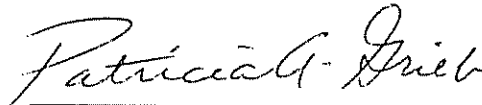
JPA 94-197

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above-referenced proposed intergovernmental agreement, between the State of Arizona, acting through the Department of Transportation and Pinal County, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 17th day of February, 1995.

GILBERTO V. FIGUEROA
PINAL COUNTY ATTORNEY



Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2780-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28th day of February, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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